

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In Re:)	Case No. 19 B 05978
)	
BRADLEY BENES,)	Chapter 13
)	
Debtor.)	Hon. Janet S. Baer

**OBJECTION OF AMERICREDIT FINANCIAL SERVICES, INC., D/B/A GM
FINANCIAL TO CONFIRMATION OF DEBTOR'S PROPOSED CHAPTER 13 PLAN**

AMERICREDIT FINANCIAL SERVICES, INC., D/B/A GM FINANCIAL ("AmeriCredit"), a creditor herein, by its attorneys, the law firm of Sorman & Frankel, Ltd., pursuant to Sections 1325(a)(5)(B), 1325 (a)(9), and 1326(a)(1) of the Bankruptcy Code, 11 U.S.C. §§1325(a)(5)(B), 1325 (a)(9), and 1326(a)(1) (West 2019), and such other Sections and Rules as may apply, for its Objection to Confirmation of Debtor's proposed Chapter 13 Plan, respectfully states as follows:

1. On March 6, 2019, Bradley Benes ("Debtor") filed a Voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code and proposed Chapter 13 Plan (the "Plan"), which is scheduled for a confirmation hearing on May 3, 2019.

2. AmeriCredit is a creditor of the Debtor with respect to a certain indebtedness secured by a lien upon a 2015 Cadillac XTS motor vehicle bearing a Vehicle Identification Number of 2G61W5S88F9153004 (the "Vehicle"). (See Ex. "A"). Debtor purchased the Vehicle on March 9, 2018, *i.e.* less than 910 days prior to the commencement of these proceedings.

3. As set forth in the Retail Installment Contract attached as Exhibit "A", Debtor was required to tender equal monthly payments to AmeriCredit, each in the sum of \$471.32 with an interest rate of 2.90%. (See Ex. "A").

4. Debtor has not provided AmeriCredit or its counsel with proof of a valid full coverage insurance policy for the Vehicle identifying AmeriCredit as the lienholder/loss payee to protect AmeriCredit's interest in the Vehicle from loss or destruction.

5. There remains a total outstanding balance due to AmeriCredit from Debtor in the sum of \$20,453.33.

6. Debtor's Plan identifies AmeriCredit as a secured creditor in Section 3.1 and provides for current installment payments of \$471 to be made by Debtor.

7. Debtor's Plan does not protect AmeriCredit's right to retain its lien on the Vehicle. As such, AmeriCredit requests that language be added to Section 8 of the Plan stating that the debt to AmeriCredit shall be excepted from discharge as a long-term debt and that AmeriCredit shall retain its lien until payment of the underlying debt in full as determined under nonbankruptcy law.

8. For the reasons stated above, Debtor's Plan fails to comply with the applicable provisions of the Bankruptcy Code and must provide for and satisfy the objections specified herein to be feasible and provide AmeriCredit adequate protection.

WHEREFORE, AmeriCredit Financial Services, Inc., d/b/a GM Financial respectfully requests that this Court enter an Order denying Debtor's request for confirmation of the Plan; and, for such other, further, and different relief as this Court deems just and proper.

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Respectfully submitted,
AMERICREDIT FINANCIAL SERVICES, INC.,
D/B/A GM FINANCIAL,
Creditor,
By: /s/ Cari A. Kauffman
One of its attorneys